This Indenture, made the fourteenth day of May, in the year of our Lord one thousand eight hundred & nineteen, between Mary Kirkland of Paris in the County of Oneida, & State of New York, of the first part;—and Edward Robinson, of the town, County & State aforesaid, of the second part, Witnesseth—that the said party of the first part, for & in consideration of the rents & covenants hereinafter mentioned on the part of the said party of the second part, his executors, administrators & assigns, hath demised, granted, & to farm let, & by these presents doth grant, demise & to farm let, unto the said party of the second part, his heirs & assigns the one undivided half of all the lands lying in Paris aforesaid which were devised by the late Samuel Kirkland in his last will & testament to the said party of the first part, & to his daughter Eliza, as tenants in common;—it being all the right title & interest of the said party of the first part to the said lands;—to have & to hold the said one undivided half of said lands & of all ~~their~~ appurtenances whatsoever, excepting the mansion house, to the said party of the second part ~~his heirs~~ & assigns from the first day of April in the year first above written, for & during the natural life of the said party of the first part:—Yielding and paying to the said party of the first part on the first day of April which shall be in the year one thousand eight hundred & twenty, & on the same day of each succeeding year during the term aforesaid, the annual rent of one hundred and fifty dollars.

And the said party of the second part, for himself, his executors, administrators & assigns, doth covenant & agree, to & with the said party of the first part, that himself, his executors, administrators & assigns, shall & will truly pay or cause to be paid, unto the said party of the first part, the yearly rent above reserved according to the true intent and meaning of these presents, clear of, & over & above all taxes & reprises whatsoever. And in case the rent above reserved, or any part thereof shall remain unpaid for the space of sixty days next after any of the days of payment, then it shall be lawful for the said party of the first part, into the whole or any part of the said lands & tenements to enter & there to distrain for the said rent or the arrears thereof, and the distress so taken to remove, & expose to sale;—and out of the proceeds thereof to deduct the rent then in arrear, together with the costs of distress & sale; & to return the overplus, if any there be, to the said party of the second part, his executors, administrators heirs or assigns:—Provided nevertheless, that if in the case aforesaid no sufficient distress can be found upon the premises to satisfy such rent in arrear as aforesaid, then it shall be lawful for the said party of the first part into the whole or any part of the said lands & tenements & any part thereof to reenter, & the same, as her former estate, to have again, repossess & enjoy;—and upon such reentry, this indenture, & the estate hereby created, shall be utterly void, any thing herein contained to the contrary notwithstanding.

In witness whereof ~~the said~~ parties have hereunto interchangeably set their hands & seals, the day & year first above written.

The erasure in the fifth line above was made before signing & also the inte
in the fourth line from the top.

Signed sealed & delivered in presence of

W. Robinson

93K

Mary Kirkland
to
Edward Robinson } Lease

Dead

93K